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By affixing her signature hereto, Plaintiff, by and through counsel, certifies to Defendants and to the North Carolina Industrial Commission that she makes no further claim for total or partial wage loss as a result of her February 20, 2018 accident.

Plaintiff contends that she sustained a compensable accident arising out of and in the course of her employment and is entitled to substantial benefits under the North Carolina Workers' Compensation Act.

Defendants contend that Plaintiff did not sustain an injury by accident or develop a compensable occupational disease, that she was not injured in the course of her employment, that her claim for workers' compensation benefits was reasonably denied, and that she is therefore not entitled to any benefits.

The parties hereto have conferred together at a mediated settlement conference conducted by Tracey Weaver on August 13, 2018, Plaintiff being represented by Bowman Law, PLLC, Attorneys of Winston-Salem, North Carolina, and Defendants being represented by Goldberg Segalla, L.L.P., Attorneys of Raleigh, North Carolina, and have decided that it is in the best interests of all concerned to enter into an

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agreement whereby all matters and things in controversy arising out of the alleged February 20, 2018 accident would be settled with the payment to Plaintiff of TWENTY-TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$22,500.00), in one lump sum, without commutation, in settlement of all claims whatsoever under the North Carolina Workers' Compensation Act arising prior to the date of this agreement, and/or in any way connected with the aforementioned alleged injury, whether asserted or unasserted. This sum represents the settlement of a disputed matter and not an admission of liability, and is in lieu of any disability or other workers' compensation benefits, including but not limited to those which might otherwise have been claimed for a change in condition or progression of any condition which might develop in the future, medical, death or any other benefits, which are or may be due Plaintiff, her dependents, her estate or any other representative of Plaintiff now or at any time in the future pursuant to the North Carolina Workers' Compensation Act. The parties and their respective counsel also stipulate and agree that this settlement is fair and just, that the interests of all parties and of any person or entity, including a health benefit plan, that paid any of the medical expenses of Plaintiff have been considered, and that there is a need for finality in this litigation.

It is anticipated that, subject to the North Carolina Industrial Commission, an attorney fee in the amount of \$5,625.00 will be deducted from the aforementioned lump sum and paid directly to counsel for the Plaintiff.

The Plaintiff's share of the lump sum is \$16,875.00 and represents an effective weekly benefit rate of \$7.26 per week for 44.70 years, or 2324.40 weeks, said period of

time being the Plaintiff's life expectancy as per North Carolina General Statutes §8-46 (Revised 1997) as measured from the time Plaintiff is entitled to receive this settlement.

The payments under this agreement are intended as compensation for injuries or sickness within the meaning of Section 104(a)(1) of the Internal Revenue Code. In this regard, no Form 1099 will be issued for any sums paid hereunder.

Due to the contested nature of this claim, including, without limitation, the dispute regarding future medical care and treatment, no amount, or \$0.00, of this settlement is set-aside to account for the Plaintiff's future medical expenses.

Prior to denial of the claim, Defendants paid some medical expenses without prejudice. Since denial of the claim, Defendants have paid no medical expenses related to Plaintiff's February 20, 2018 accident due to the disputed nature of those expenses. Pursuant to 04 NCAC 10A .0502(b), the list of disputed medical expenses, if applicable, is attached as Exhibit B. Plaintiff agrees that she is solely responsible for payment of disputed medical expenses, if any, as listed in Exhibit B, and she will notify the respective unpaid medical provider in writing of her responsibility to pay. The parties and their respective counsel stipulate and agree that the positions of all parties to this agreement are reasonable as to the payment of medical expenses.

Plaintiff certifies that any and all known liens or potential liens involving Medicare, Medicaid, the Internal Revenue Service, Child Support Enforcement, or other agencies of federal, state or local government have been revealed to Defendants, and Plaintiff agrees to hold harmless Defendants regarding any such liens. The parties

acknowledge that Plaintiff's certification contained in this paragraph is a material representation relied upon by Defendants in entering into this agreement.

Plaintiff has agreed to settle her case for less than the full amount of reasonably anticipated future benefits for a variety of reasons. Settlement will provide for a known amount of recovery, thereby eliminating uncertainty as to the future, such as the possibility that Plaintiff will die in an accident or from an unrelated health problem. Further, Plaintiff will derive emotional benefit from the elimination of the workers' compensation system from her life and from the increased control she will have over her medical treatment and other aspects of her life.

Plaintiff represents to the North Carolina Industrial Commission that by execution of this agreement, she knowingly and intentionally waives her right to further benefits under the North Carolina Workers' Compensation Act, but it is agreed that no rights other than those arising under that Act are compromised or released by this Agreement.

The parties acknowledge that any opinions stated by physicians or other medical providers regarding the nature and extent of Plaintiff's medical condition and disability are opinions, not facts, and that, to the extent they are relying on those opinions, they are doing so with the knowledge that such opinions may be incorrect. Plaintiff further acknowledges that her condition may be progressive and that recovery therefrom is uncertain and indefinite. Accordingly, Plaintiff and Defendants agree that they will not seek to set aside this settlement agreement in the future on the basis that any party, in entering into this agreement, relied on incorrect statements or opinions from physicians

or other medical providers regarding the diagnosis or prognosis of any injury, whether now known or unknown, resulting from the alleged February 20, 2018 accident.

Defendants agree to pay all costs incurred, as that term is currently defined by the North Carolina Industrial Commission and agree to waive all credits for Plaintiff's share of North Carolina Industrial Commission fees.

Defendants, pursuant to the terms of a separate agreement, agree to pay the entire mediator's fee and agree to waive any credit for Plaintiff's share of that fee.

Plaintiff agrees that in making this Agreement, she was not influenced by any representations or statements regarding her condition, the nature of her injuries, or any other matters concerning her claim before the North Carolina Industrial Commission, made by any person, firm, corporation, physician, or surgeon acting for or on behalf of Defendants; that the facts in connection with her employment and with her resulting injuries and impaired physical condition, if any, are fully known, understood, and comprehended by Plaintiff, and that her rights under the Workers' Compensation Act are thoroughly and completely understood by her.

In consideration of the compensation payments recited, Plaintiff has and does hereby release and forever discharge not only for herself but also for her heirs, next of kin, and/or personal representative(s), and Defendants respectively, of and from any and all and every manner of action and actions, cause or causes of action, suits, debts, dues and sums of money, judgments, demands, and claims whatsoever, which against Defendants, she ever had or may have by reason of or growing out of the terms and provisions of the North Carolina Workers' Compensation Act, on account of the alleged

February 20, 2018 accident, which give rise to this claim for compensation and for any subsequent disability sustained by her, or medical bills incurred by her.

Plaintiff expressly agrees that any and all rights which she may have or which may arise as a result of any change of condition under and by virtue of the provisions of Chapter 97 of the North Carolina General Statutes, giving her the right to reopen this claim for compensation or medical benefits at any time within two years from the date of the last payment of compensation under an Award by the North Carolina Industrial Commission are waived, and Defendants respectively, are expressly and particularly released from any and all further liability to her by reason of any right or claim Plaintiff, Plaintiff's heirs, next of kin, and/or personal representative(s) may have, or which may hereafter arise, to reopen this action and claim further benefits, whether compensation, medical, or otherwise.

All parties to this agreement specifically stipulate that the North Carolina Industrial Commission may consider the matters now before it in passing on this compromise agreement, subject to the conditions herein stated. This agreement is made expressly subject to the approval of the North Carolina Industrial Commission by its award duly issued, and the same shall be binding upon all parties when approved by said Commission. All parties further agree that, in the event the North Carolina Industrial Commission does not approve this agreement, nothing contained herein shall be construed as an admission of liability in any future proceedings before the North Carolina Industrial Commission or any other tribunal.

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It is further understood that the rights and remedies of Plaintiff against Defendants as a result of Plaintiff's employment and her alleged February 20, 2018 accident are governed and controlled by the North Carolina Workers' Compensation Act, and that all of such rights are being compromised, adjusted and forever resolved.

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By the signatures affixed below, Plaintiff and Defendants accept the terms of the settlement described herein.

  
\_\_\_\_\_  
Jessica Simone, Plaintiff

Consented To:

  
\_\_\_\_\_  
Joseph S. Bowman  
Attorney for Plaintiff  
North Carolina State Bar No. 42701

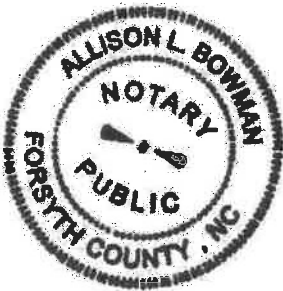
NORTH CAROLINA  
Forsyth COUNTY

Personally appeared before me this 17<sup>th</sup> day of August 2018, Jessica Simone, who, being first duly sworn, acknowledged the execution of the foregoing agreement for the purposes and considerations therein expressed.

My Commission expires:

5/14/19

  
\_\_\_\_\_  
Notary Public



Forsyth County,  
Defendant-Employer

BY:

  
\_\_\_\_\_  
Gregory S. Horner  
North Carolina State Bar No. 35346

PMA Companies,  
Defendant-Administrator

BY:

  
\_\_\_\_\_  
Gregory S. Horner  
North Carolina State Bar No. 35346